

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

NORWICH COMMERCIAL GROUP, INC.  
D/B/A NORCOM MORTGAGE

PLAINTIFF

v.

MICHAEL S. KOERNER

DEFENDANT(S)

**CIVIL ACTION NO:**

**COMPLAINT FOR FORECLOSURE**

NOW COMES Plaintiff, Norwich Commercial Group, Inc. d/b/a Norcom Mortgage by and through its attorneys, Korde & Associates, P.C., and complains against Defendant pursuant to 14 M.R.S. § 6321 et seq. saying further as follows:

**JURISDICTION AND VENUE**

1. This Court has diversity jurisdiction pursuant 28 U.S.C. § 1332 because Plaintiff and Defendant are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.00. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to Plaintiff's claims transpired in Maine and the property is located in Maine.

## **PARTIES**

3. Plaintiff, Norwich Commercial Group, Inc. d/b/a Norcom Mortgage, is a corporation incorporated under the laws of State of Connecticut with a principal place of business located at 38 Security Drive, Avon, CT 06001.

4. Defendant, Michael S. Koerner, is an individual with a last known address of 502 Elm Street, Biddeford, ME 04005.

## **FACTS**

5. Michael S. Koerner is the owner of certain real property located at 9 Decary Road, Biddeford, ME, by virtue of a deed from Benjamin W. Burton and Ann M. Burton to Michael S. Koerner dated October 20, 2017, and recorded in the York County Registry of Deeds on October 26, 2017, in Book 17589, Page 948.

6. On October 25, 2017, Michael S. Koerner executed and delivered to Norwich Commercial Group, Inc. d/b/a Norcom Mortgage a certain promissory note in the original principal amount of \$227,881.00 (the "Note"). A copy of the Note is attached hereto as Exhibit A.

7. Plaintiff is entitled to enforce the Note, as Norwich Commercial Group, Inc. d/b/a Norcom Mortgage executed an endorsement payable to blank appearing on the original Note, rendering the Note enforceable by the party in possession of the original Note.

8. Plaintiff certifies that the owner of the Note is Norwich Commercial Group, Inc. d/b/a Norcom Mortgage.

9. To secure the Note, Michael S. Koerner granted a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for Norwich Commercial Group, Inc. d/b/a Norcom Mortgage, its successors and assigns, in the amount of \$227,881.00 dated October 25, 2017, and recorded on October 26, 2017, in the York County Registry of Deeds in Book 17590, Page 1 (the

"Mortgage"). A copy of the Mortgage is attached hereto as Exhibit B.

10. The property secured by the Mortgage is known as 9 Decary Road, Biddeford, ME 04005, and is more particularly described in the Mortgage (the "Premises").

11. The Mortgage was assigned by Assignment from Mortgage Electronic Registration Systems, Inc., as nominee for Norwich Commercial Group, Inc. d/b/a Norcom Mortgage, its successors and assigns, to Norwich Commercial Group, Inc. d/b/a Norcom Mortgage dated March 24, 2022, and recorded on April 13, 2022, in Book 19001, Page 805. A copy of the Assignment is attached in Exhibit C.

12. Defendant Michael S. Koerner is presently in default on the Note and due for the monthly payment due March 1, 2020, and all payments due thereafter, thereby breaching a condition of the Mortgage.

13. By letter(s) dated January 10, 2023, notice was provided that the Note was in default and of the right to cure the default. A copy of the notice is attached hereto as Exhibit D.

14. The notice was given on January 10, 2023, by first class mail, postage prepaid with a United States Postal Service Certificate of Mailing and by certified mail, return receipt requested, and therefore have expired.

15. The default has not been cured and, in accordance with the Note and Mortgage, the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage have been declared to be presently due and payable.

16. As of February 27, 2023, the following amounts are due and payable to Plaintiff, exclusive of costs of collection, including attorney's fees, under the terms of the Note and the Mortgage:

Principal Balance	\$218,523.40
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Accrued Interest	35,266.04
Late Charges	1,998.24
Property Preservation Fees	1,930.00
Escrow Advance	27,170.97
FHA Premium due to HUD	136.34
FC Attorney Fees	1,850.00
FC Title Services	198.00
FC Attorney Costs	10.24
Total	\$287,083.23

Additional interest is accruing on said principal balance from said date at a rate of \$31.87 per day.

17. Plaintiff anticipates that additional disbursements will be made for attorney's fees and other services rendered during the foreclosure and sale.

### **COUNT I - FORECLOSURE**

18. Plaintiff repeats and re-alleges paragraphs 1 through 17 as if fully set forth herein.

19. This is an action for foreclosure and title to real estate located at 9 Decary Road, Biddeford, York County, Maine 04005. See Exhibit B.

20. Plaintiff is entitled to enforce the Note, as Norwich Commercial Group, Inc. d/b/a Norcom Mortgage executed an endorsement payable to blank appearing on the original Note, rendering the Note enforceable by the party in possession of the original Note. See Exhibit A.

21. Plaintiff, directly or through its agent, is in possession of the original Note, Mortgage and any Assignments.

22. Plaintiff, Norwich Commercial Group, Inc. d/b/a Norcom Mortgage, is the current owner of the Mortgage and Note.

23. Plaintiff is the party entitled to collect the debt evidenced by said Note and is the party entitled to enforce the Mortgage, and has the right to foreclose the Mortgage.

24. Defendant, Michael S. Koerner, is presently in default on the Note and due for the monthly payment due March 1, 2020, and all payments due thereafter, thereby breaching a

condition of the Mortgage and the Note.

25. The default has not been cured and all sums due under the Note and Mortgage are presently due and payable.

26. The total amount due on the Note and Mortgage as of February 22, 2023 is \$287,083.23.

27. Notice was sent in compliance with 14 M.R.S. § 6111 on January 10, 2023, as evidenced by a copy of the notice, proof of certified mail and the certificate of mailing attached hereto as Exhibit D.

28. Plaintiff certifies that all steps mandated by law to provide notice of the default and of the right to cure have been taken and strictly performed.

29. By virtue of a breach of condition of the Note and Mortgage, Plaintiff hereby demands the foreclosure of the Mortgage and the sale of the Premises.

30. Defendant Michael S. Koerner is not in the military as defined under the Servicemembers Civil Relief Act.

#### **PRAYERS FOR RELIEF**

**WHEREFORE**, Plaintiff prays that this Honorable Court:

- A. Determine that there has been a breach of condition of the Mortgage;
- B. Determine the amount due on the Note and Mortgage, including principal, interest, reasonable attorney's fees, court costs, and other expenses;
- C. Find Michael S. Koerner liable for any deficiency balance remaining due to Plaintiff after the sale of the Premises and application of the proceeds of sale;
- D. Issue a Judgment of Foreclosure and Sale in conformity with 14 M.R.S. § 6322;
- E. Order exclusive possession of the Premises to Plaintiff upon the expiration of the

statutory ninety (90) day period of redemption set forth in 14 M.R.S. § 6322, and direct the Clerk to issue a writ of possession at the request of Plaintiff; and

F. Grant such other and further relief as the Court may determine proper.

Dated: 2/27/23

By: /s/ Carrie Folsom

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